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NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendant COUNTY OF LOS ANGELES

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SEBASTIAN PALMA,

Plaintiff,

vs.

COUNTY OF LOS ANGELES;
DEPUTY NAVARRO; and DOES 1
through 10 inclusive,

Defendants.

Case No.: 2:23-cv-06829-AB-JPR

(Hon. Judge Andre Birotte, Jr.)

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: August 18, 2023

Plaintiff SEBASTIAN PALMA, and Defendant, COUNTY OF LOS ANGELES, by and through their respective counsel, hereby stipulate and agree as follows:

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation
2 may be warranted.

3 Accordingly, the parties hereby stipulate to and petition the Court to
4 enter the following Stipulated Protective Order. The parties acknowledge
5 that this Order does not confer blanket protections on all disclosures or
6 responses to discovery and that the protection it affords from public
7 disclosure and use extends only to the limited information or items that are
8 entitled to confidential treatment under the applicable legal principles.

9 The parties further acknowledge, as set forth in Section 12.3, below,
10 that this Stipulated Protective Order does not automatically entitle them to
11 file confidential information under seal and that Local Civil Rule 79-5 sets
12 forth the procedures that must be followed and the standards that will be
13 applied when a party seeks permission from the Court to file material under
14 seal. The parties agree that this protective order does not waive the parties'
15 rights to object to discovery demands or requests for documents and/or
16 information.

17 **1.2 GOOD CAUSE STATEMENT**

18 This civil action arises out of the arrest of plaintiff, Sebastian Palma
19 on May 9, 2022 by Los Angeles County Sheriff's deputies. Plaintiff claims
20 he was arrested on a false charge of molesting his ex-girlfriend's daughter.
21 He further claims that he was denied medical care, missed his arraignment,
22 and that although the District Attorney declined to file charges against
23 Plaintiff on May 11, 2022, he was not released until May 13, 2022 and on
24 May 12, 2022, he was battered by other inmates causing severe pain and
25 injuries.

26 This action is likely to involve confidential, proprietary, official,
27 and/or private law enforcement and police personnel information for which
28

1 special protection from public disclosure and from use for any purpose other
2 than prosecution of this action may be warranted. Such confidential and
3 proprietary materials and information may consist of, among other things,
4 confidential proprietary information/or private personnel police information,
5 contained in police personnel files, official law enforcement investigative
6 information, information otherwise generally unavailable to the public, or
7 which may be privileged or otherwise protected from disclosure under state
8 or federal statutes, court rules, case decisions, or common law.

9 Additionally, the action is likely to involve confidential information
10 regarding Plaintiff, including medical records, as well as information
11 regarding the allegations of the minor victim.

12 Accordingly, to expedite the flow of information, to facilitate the
13 prompt resolution of disputes over confidentiality of discovery materials, to
14 adequately protect information the parties are entitled to keep confidential,
15 to ensure that the parties are permitted reasonable necessary uses of such
16 material in preparation for and in the conduct of trial, to address their
17 handling at the end of the litigation, and serve the ends of justice, a
18 protective order for such information is justified in this matter. It is the intent
19 of the parties that information will not be designated as confidential for
20 tactical reasons and that nothing be so designated without a good faith belief
21 that it has been maintained as confidential.

22 **2. DEFINITIONS**

23 **2.1 Action:** *Sebastian Palma v. County of Los Angeles, et al.*, 2:23-
24 cv-06829-AB-JPR.

25 **2.2 Challenging Party:** A Party or Non-Party that challenges the
26 designation of information or items under this Order.
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1 **2.3 “CONFIDENTIAL” Information or Items:** Information
2 (regardless of how it is generated, stored or maintained) or tangible things
3 that a Designating Party believes is entitled to confidential treatment under
4 Federal Rule of Civil Procedure 26(c), and as specified above in the
5 Purposes and Limitations Statement. This also includes (1) any information
6 copied or extracted from the Confidential information; (2) all copies,
7 excerpts, summaries, abstracts or compilations of Confidential information;
8 and (3) any testimony, conversations, or presentations that might reveal
9 Confidential information.

10 **2.4 Counsel:** Counsel of record for the parties to this civil litigation
11 and their support staff.

12 **2.5 Designating Party:** A Party or Non-Party that designates
13 information or items that it produces in disclosures or in responses to
14 discovery as “CONFIDENTIAL.”

15 **2.6 Disclosure or Discovery Material:** All items or information,
16 regardless of the medium or manner in which it is generated, stored, or
17 maintained (including, among other things, testimony, transcripts, and
18 tangible things), that are produced or generated in disclosures or responses
19 to discovery in this matter.

20 **2.7 Expert:** A person with specialized knowledge or experience in
21 a matter pertinent to the litigation who has been retained by a Party or its
22 counsel to serve as an expert witness or as a consultant in this Action.

23 **2.8 Final Disposition:** When this Action has been fully and
24 completely terminated by way of settlement, dismissal, trial and/or appeal.

25 **2.9 House Counsel:** Attorneys other than Counsel (as defined in
26 paragraph 2.4) and who are employees of a party to this Action.
27
28

1 **2.10 Non-Party:** Any natural person, partnership, corporation,
2 association or other legal entity not named as a Party to this action.

3 **2.11 Outside Counsel of Record:** Attorneys who are not employees
4 of a party to this Action but are retained to represent or advise a party to this
5 Action and have appeared in this Action on behalf of that party or are
6 affiliated with a law firm that has appeared on behalf of that party, and
7 includes support staff.

8 **2.12 Party:** Any party to this Action, including all of its officers,
9 directors, boards, departments, divisions, employees, consultants, retained
10 experts, and Outside Counsel of Record (and their support staff).

11 **2.13 Producing Party:** A Party or Non-Party that produces
12 Disclosure or Discovery Material in this Action.

13 **2.14 Professional Vendors:** Persons or entities that provide
14 litigation support services (e.g., photocopying, videotaping, translating,
15 preparing exhibits or demonstrations, and organizing, storing, or retrieving
16 data in any form or medium) and their employees and subcontractors.

17 **2.15 Protected Material:** Any Disclosure or Discovery Material
18 that is designated as “CONFIDENTIAL.”

19 **2.16 Receiving Party:** A Party that receives Disclosure or Discovery
20 Material from a Producing Party.

21 **3. SCOPE**

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or
24 extracted from Protected Material; (2) all copies, excerpts, abstracts,
25 summaries, or compilations of Protected Material; and (3) any deposition
26 testimony, conversations, or presentations by Parties or their Counsel that
27 might reveal Protected Material.
28

1 Any use of Protected Material at trial shall be governed by the orders
2 of the trial judge. This Order does not govern the use of Protected Material
3 at trial.

4 **4. DURATION**

5 Once a trial commences in this Action, information that was
6 designated as CONFIDENTIAL or maintained pursuant to this protective
7 order and that is introduced or admitted as an exhibit at trial becomes public
8 and will be presumptively available to all members of the public, including
9 the press, unless compelling reasons supported by specific factual findings to
10 proceed otherwise are made to the trial judge in advance of the trial. See
11 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th
12 Cir. 2006) (distinguishing “good cause” showing for sealing documents
13 produced in discovery from “compelling reasons” standard when merits-
14 related documents are part of court record). Accordingly, the terms of this
15 protective order do not extend beyond the commencement of the trial.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for**
18 **Protection.**

19 Each Party or Non-Party that designates information or items for
20 protection under this Order must take care to limit any such designation to
21 specific material that qualifies under the appropriate standards. To the extent
22 practicable, the Designating Party must designate for protection only those
23 parts of material, documents, items or oral or written communications that
24 qualify so that other portions of the material, documents, items or
25 communications for which protection is not warranted are not swept
26 unjustifiably within the ambit of this Order.

1 Indiscriminate or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an
3 improper purpose (e.g., to unnecessarily encumber the case development
4 process or to impose unnecessary expenses and burdens on other parties)
5 may expose the Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items
7 that it designated for protection do not qualify for protection, that
8 Designating Party must promptly notify all other Parties that it is
9 withdrawing the inapplicable designation.

10 **5.2 Manner and Timing of Designations.** Except as otherwise
11 provided in this Order (see, e.g., second paragraph of section 5.2(a) below),
12 or as otherwise stipulated or ordered, Disclosure or Discovery Material that
13 qualifies for protection under this Order must be clearly so designated before
14 the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 "CONFIDENTIAL" or words of a similar effect, and that includes the case
20 name and case number (hereinafter "CONFIDENTIAL legend"), to each
21 page that contains protected material. To the extent practicable, if only a
22 portion of the material on a page qualifies for protection, the Producing
23 Party also must clearly identify the protected portion(s) (e.g., by making
24 appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for
26 inspection need not designate them for protection until after the inspecting
27 Party has indicated which documents it would like copied and produced.
28

1 During the inspection and before the designation, all of the material made
2 available for inspection shall be deemed “CONFIDENTIAL.” After the
3 inspecting Party has identified the documents it wants copied and produced,
4 the Producing Party must determine which documents, or portions thereof,
5 qualify for protection under this Order. Then, before producing the specified
6 documents, the Producing Party must affix the “CONFIDENTIAL legend”
7 to each page that contains Protected Material. To the extent practicable, if
8 only a portion of the material on a page qualifies for protection, the
9 Producing Party also must clearly identify the protected portion(s) (e.g., by
10 making appropriate markings in the margins):

11 (b) for testimony given in depositions that the Designating Party
12 identifies the Disclosure or Discovery Material on the record, before the
13 close of the deposition all protected testimony.

14 (c) for information produced in some form other than documentary
15 and for any other tangible items, that the Producing Party affix in a
16 prominent place on the exterior of the container or containers in which the
17 information is stored the legend
18 “CONFIDENTIAL.” If only a portion or portions of the information
19 warrants protection, the Producing Party, to the extent practicable, shall
20 identify the protected portion(s).

21 **5.3 Inadvertent Failures to Designate.** If timely corrected, an
22 inadvertent failure to designate qualified information or items does not,
23 standing alone, waive the Designating Party’s right to secure protection
24 under this Order for such material. Upon timely correction of an inadvertent
25 failure to designate, the Receiving Party must make reasonable efforts to
26 assure that the material is treated in accordance with the provisions of this
27 Order.
28

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge
3 a designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 **6.2 Meet and Confer.** The Challenging Party shall initiate the
6 dispute resolution process under Local Rule 37.1 et seq.

7 **6.3** The burden of persuasion in any such challenge proceeding
8 shall be on the Designating Party. Frivolous challenges, and those made for
9 an improper purpose (e.g., to harass or impose unnecessary expenses and
10 burdens on other parties) may expose the Challenging Party to sanctions.
11 Unless the Designating Party has waived or withdrawn the confidentiality
12 designation, all parties shall continue to afford the material in question the
13 level of protection to which it is entitled under the Producing Party's
14 designation until the Court rules on the challenge.

15 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 **7.1 Basic Principles.** A Receiving Party may use Protected
17 Material that is disclosed or produced by another Party or by a Non-Party in
18 connection with this Action only for prosecuting, defending or attempting to
19 settle this Action. Such Protected Material may be disclosed only to the
20 categories of persons and under the conditions described in this Order. When
21 the Action has been terminated, a Receiving Party must comply with the
22 provisions of section 13 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving
24 Party at a location and in a secure manner that ensures that access is limited
25 to the persons authorized under this Order.

26 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.**

27 Unless otherwise ordered by the court or permitted in writing by the
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1 Designating Party, a Receiving Party may disclose any information or item
2 designated “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Counsel of Record in this Action, as well as
4 employees of said Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this Action;

6 (b) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (c) the court and its personnel;

10 (d) court reporters and their staff;

11 (e) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who
13 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
14 A);

15 (f) the author or recipient of a document containing the information or
16 a custodian or other person who otherwise possessed or knew the
17 information;

18 (g) during their depositions, witnesses, and attorneys for witnesses, in
19 the Action to whom disclosure is reasonably necessary provided: (1) the
20 deposing party requests that the witness sign the form attached as Exhibit
21 “A” hereto; and (2) they will not be permitted to keep any confidential
22 information unless they sign the “Acknowledgment and Agreement to Be
23 Bound” (Exhibit “A”), unless otherwise agreed by the Designating Party or
24 ordered by the court. Pages of transcribed deposition testimony or exhibits to
25 depositions that reveal Protected Material may be separately bound by the
26 court reporter and may not be disclosed to anyone except as permitted under
27 this Stipulated Protective Order;
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1 (h) any mediator or settlement officer, and their supporting personnel,
 2 mutually agreed upon by any of the parties engaged in settlement
 3 discussions and who have signed the “Acknowledgment and Agreement to
 4 Be Bound” (Exhibit A); and

5 (i) the officers, directors, and employees (including House Counsel)
 6 of the Receiving Party to whom disclosure is reasonably necessary for this
 7 Action.

8 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 9 **PRODUCED IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other
 11 litigation that compels disclosure of any information or items designated in
 12 this Action as “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification
 14 shall include a copy of the subpoena or court order unless prohibited by law;

15 (b) promptly notify in writing the party who caused the subpoena or
 16 order to issue in the other litigation that some or all of the material covered
 17 by the subpoena or order is subject to this Protective Order. Such
 18 notification shall include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
 20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order in the action
 22 in which the subpoena or order was issued, the Party served with the
 23 subpoena or court order shall not produce any information designated in this
 24 action as “CONFIDENTIAL” before a determination by the court from
 25 which the subpoena or order issued, unless the Party has obtained the
 26 Designating Party’s permission. The Designating Party shall bear the burden
 27 and expense of seeking protection in that court of its confidential material –
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1 and nothing in these provisions should be construed as authorizing or
 2 encouraging a Receiving Party in this action to disobey a lawful directive
 3 from another court.

4 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by
 7 a Non- Party in this Action and designated as “CONFIDENTIAL.” Such
 8 information produced by Non-Parties in connection with this litigation is
 9 protected by the remedies and relief provided by this Order. Nothing in these
 10 provisions should be construed as prohibiting a Non-Party from seeking
 11 additional protections.

12 (b) In the event that a Party is required, by a valid discovery request,
 13 to produce a Non-Party’s confidential information in its possession, and the
 14 Party is subject to an agreement with the Non-Party not to produce the Non-
 15 Party’s confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the
 17 Non-Party that some or all of the information requested is
 18 subject to a confidentiality agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the
 20 Stipulated Protective Order in this Action, the relevant
 21 discovery request(s), and a reasonably specific description of
 22 the information requested; and

23 (3) make the information requested available for inspection by
 24 the Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court
 26 within 14 days of receiving the notice and accompanying information, the
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1 Receiving Party may produce the Non-Party's confidential information
2 responsive to the discovery request.

3 If the Non-Party timely seeks a protective order, the Receiving Party
4 shall not produce any information in its possession or control that is subject
5 to the confidentiality agreement with the Non-Party before a determination
6 by the court. Absent a court order to the contrary, the Non-Party shall bear
7 the burden and expense of seeking protection in this court of its Protected
8 Material.

9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
10 **MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has
12 disclosed Protected Material to any person or in any circumstance not
13 authorized under this Stipulated Protective Order, the Receiving Party must
14 immediately (a) notify in writing the Designating Party of the unauthorized
15 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
16 Protected Material, (c) inform the person or persons to whom unauthorized
17 disclosures were made of all the terms of this Order, and (d) request such
18 person or persons to execute the "Acknowledgment and Agreement to Be
19 Bound" that is attached hereto as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
21 **OTHERWISE PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other
24 protection, the obligations of the Receiving Parties are those set forth in
25 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
26 to modify whatever procedure may be established in an e-discovery order
27 that provides for production without prior privilege review. Pursuant to
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1 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an
 2 agreement on the effect of disclosure of a communication or information
 3 covered by the attorney-client privilege or work product protection, the
 4 parties may incorporate their agreement in the stipulated protective order
 5 submitted to the court provided the Court so allows.

6 **12. MISCELLANEOUS**

7 **12.1 Right to Further Relief.** Nothing in this Order abridges the
 8 right of any person to seek its modification by the Court in the future.

9 **12.2 Right to Assert Other Objections.** By stipulating to the entry
 10 of this Protective Order, no Party waives any right it otherwise would have
 11 to object to disclosing or producing any information or item on any ground
 12 not addressed in this Stipulated Protective Order. Similarly, no Party waives
 13 any right to object on any ground to use in evidence of any of the material
 14 covered by this Protective Order.

15 **12.3 Filing Protected Material.** A Party that seeks to file under seal
 16 any Protected Material must comply with Local Civil Rule 79-5. Protected
 17 Material may only be filed under seal pursuant to a court order authorizing
 18 the sealing of the specific Protected Material at issue. If a Party's request to
 19 file Protected Material under seal is denied by the court, then the Receiving
 20 Party may file the information in the public record unless otherwise
 21 instructed by the court.

22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraphs 2.8
 24 and 4, within 60 days of a written request by the Designating Party, each
 25 Receiving Party must return all Protected Material to the Producing Party or
 26 destroy such material. As used in this subdivision, "all Protected Material"
 27 includes all copies, abstracts, compilations, summaries, and any other format
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1 reproducing or capturing any of the Protected Material. Whether the
 2 Protected Material is returned or destroyed, the Receiving Party must submit
 3 a written certification to the Producing Party (and, if not the same person or
 4 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
 5 category, where appropriate) all the Protected Material that was returned or
 6 destroyed and (2) affirms that the Receiving Party has not retained any
 7 copies, abstracts, compilations, summaries or any other format reproducing
 8 or capturing any of the Protected Material. Notwithstanding this provision,
 9 Counsel are entitled to retain an archival copy of all pleadings, motion
 10 papers, trial, deposition, and hearing transcripts, legal memoranda,
 11 correspondence, deposition and trial exhibits, expert reports, attorney work
 12 product, and consultant and expert work product, even if such materials
 13 contain Protected Material. Any such archival copies that contain or
 14 constitute Protected Material remain subject to this Protective Order as set
 15 forth in Section 4 (DURATION).

16 **14. VIOLATION**

17 Any willful violation of this Order may be punished by appropriate
 18 measures including, without limitation, contempt proceedings and/or
 19 monetary sanctions.

20
 21 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

22
 23 DATED: March 29, 2024

SEKI, NISHIMURA & WATASE, PLC

24
 25 By /s/ JANET L. KEUPER
 26 JANET L. KEUPER
 27 JOSEPH P. ESPOSITO
 28 Attorneys for Defendant
 COUNTY OF LOS ANGELES

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3 DATED: March 29, 2024

PLC LAW GROUP, APC

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5 By: /s/ NA'SHAUN L. NEAL
6 PETER L. CARR, IV
7 NA'SHAUN L. NEAL
8 LAUREN K. McRAE
9 Attorneys for Plaintiff
10 SEBASTIAN PALMA

11 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

12
13 DATED: 4/2/2024

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16 HON. JEAN P. ROSENBLUTH
17 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of
 _____ [full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that
 was issued by the U.S. District Court for the Central District of California on
 [date] in the case of *Sebastian Palma v. County of Los Angeles, et al.*, 2:23-
 cv-06829-AB-JPR. I agree to comply with and to be bound by all terms of
 this Stipulated Protective Order, and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment,
 including contempt. I solemnly promise that I will not disclose in any
 manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions
 of this Order. I further agree to submit to the jurisdiction of the U.S. District
 Court for the Central District of California for the purpose of enforcing the
 terms of this Stipulated Protective Order, even if such enforcement
 proceedings occur after termination of this action. I hereby appoint
 _____ [full name] of
 _____ [full address and telephone
 number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____